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8 **UNITED STATES DISTRICT COURT**  
**CENTRAL DISTRICT OF CALIFORNIA**

9 Maria Tobajian, Individually And On Behalf Of  
10 All Others Similarly Situated,

11 Plaintiff,

12 v.

13 ALLSTATE INSURANCE COMPANY,

14 Defendant.  
15

No. CV 23-00753-DMG (PDx)

**FINAL JUDGMENT**

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17 This Litigation having been settled pursuant to the Settlement Agreement (“Agreement”)  
18 and the Court having entered an Order Granting Final Approval of Class Action Settlement and  
19 Dismissing Plaintiff’s Claims (the “Final Approval Order”), IT IS HEREBY ORDERED,  
20 ADJUDGED AND DECREED that:

21 1. Unless otherwise defined, all capitalized terms in this Judgment shall have the  
22 same meaning as they do in the Agreement.

23 2. Judgment is hereby entered on the Complaint filed on February 1, 2023 [Doc. # 1],  
24 in accordance with Rule 58(a) of the Federal Rules of Civil Procedure.

25 3. All of Plaintiff’s and Settlement Class Members’ claims in this Litigation that are  
26 Released Claims are hereby dismissed on the merits and with prejudice, without fees (including  
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attorneys' fees) or costs to any Party except as otherwise provided in the Agreement and Final Approval Order.

- a. "Plaintiff" means Maria Tobajian.
- b. "Settlement Class Members" are members of the "Class," which consists of the following:

All persons in California whose cellular telephone conversation on at least one outgoing call from the LDU Business Unit of Defendant was recorded by Defendant and/or its agent(s) without that person's consent within the Class Period (as defined below).

Excluded from the Class are: (i) individuals who are or were during the Class Period officers or directors of Defendant or any of its respective Affiliates; (ii) the District Judge and any Magistrate Judge assigned to the case, their staff, their spouses, and persons within the third degree of relationship to either of them, or the spouses of such persons; and (iii) all persons who file a timely and proper request to be excluded from the Class.

Doc. # 45 at 3.

- c. "Allstate" or "Defendant" means Allstate Insurance Company.
- d. "Affiliate" of an entity means any person or entity which controls, is controlled by, or is under common control with such entity directly or indirectly through one or more intermediaries. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise, and the terms "controlled" and "controlling" have meanings correlative thereto.

4. All Releasing Persons have released the Released Claims as against the Released Parties, and are, from this day forward, hereby permanently barred from filing, commencing, prosecuting, intervening in, or participating in (as class members or otherwise) any action in any jurisdiction based on any of the Released Claims.

- 1 a. "Released Claims" means the claims released as provided for in Section 10  
2 of the Settlement Agreement.
- 3 b. "Released Parties" means: means Allstate and each of its present and  
4 former divisions, parents, subsidiaries, affiliates, predecessors, successors,  
5 assigns, investors, and parents, any direct or indirect subsidiary of Allstate  
6 and each of their present and former divisions, parents, subsidiaries,  
7 affiliates, predecessors, successors, assigns, investors, and parent  
8 companies, and all of their present and former officers, directors,  
9 employees, agents, insurers, members, attorneys, advisors, consultants,  
10 partners, joint venturers, independent contractors, wholesalers, resellers,  
11 distributors, retailers, brokers, distributors, representatives, predecessors,  
12 successors, and assigns of each of them.
- 13 c. "Releasing Persons" means: Plaintiff, all Class Members who do not  
14 submit a Request for Exclusion, and all those who claim through them or  
15 who assert claims (or could assert claims) on their behalf.

16 5. Without affecting the finality of this Judgment, the Court retains jurisdiction over  
17 the construction, interpretation, consummation, implementation, and enforcement of the  
18 Agreement and the Releases contained in therein, including jurisdiction to enter such further  
19 orders as may be necessary or appropriate to administer and implement the terms and provisions  
20 of the Agreement.

21 6. The Complaint is hereby dismissed with prejudice.

22 7. Settlement Class Members shall promptly dismiss with prejudice all Released  
23 Claims brought by any Settlement Class Member in any jurisdiction.

24 8. Dicheng Hu filed a timely request for exclusion and therefore is not bound by this  
25 Judgment.

26 DATED: January 14, 2025

27   
28 DOLLY M. GEE  
CHIEF UNITED STATES DISTRICT JUDGE